ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 128
23.08. 2023 god
B E O G R A D

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

i

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), sa sedištem u Beogradu, ul. Požeška br. 7, MB: 07007060, PIB: 100000571, koga zastupa Miloš Tatomir, direktor, (*u daljem tekstu: Podizvođač*)

(*u daljem tekstu takođe pojedinačno označeni i kao **Ugovorna strana**, a zajedno **Ugovorne strane***)

S obzirom da

-Dana 30.01.2023.godine ugovorne strane su zaključile podizvođački ugovor i to Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***u daljem tekstu: Podizvođački ugovor)*** za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), (***u daljem tekstu: Projekat)***

-U toku izvođenja radova, Podizvođač je dostavio ponudu za dodatne radove broj 84-5/DŠ od 11.08.2023. godine (u daljem tekstu: Ponuda)

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi by power of attorney dated December 31st 2021 (*hereinafter referred to as Contractor)*

and

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), , with the registered seat in Belgrade, Požeška Street No. 7, registration no: 07007060, tax identification no: 100000571, legally represented by Mr. Miloš Tatomir, director (*hereinafter referred to as Subcontractor)*

(*Hereinafter individually also referred to as **the Party** and jointly referred to as **the Parties***)

Whereas

-On January 30th , 2023 the parties concluded the Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***hereinafter referred to as Subcontract)*** for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), (***hereinafter referred to as Project***)

- During the execution of the works, the Subcontractor submitted bid for additional works no 84-5/DŠ dated August 11, 2023. (hereinafter referred to as Offer)

S tim u vezi, dana 21.08.2023 ugovorne strane zaključuju sledeći

Therefore, on 21.08.2023, the parties conclude the following

DOPUNSKI UGOVOR

SUPPLEMENTARY AGREEMENT

Član 1.

Article 1

Ugovorne strane su saglasne da je Izvođač prihvatio ponudu Podizvođača za izvođenje dodatnih radova te da ona čini Prilog 1 ovog Dopunskog ugovora.

The parties agree that the Contractor has accepted the Subcontractor's offer for the performance of additional works, and that it constitute Appendix 1 of this Supplementary Agreement.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora povećati za radove opisane u Prilogu 1.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1.

Član 2

Article 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će povećati količinu radova Podizvođača i ukupnu ugovornu cenu.

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Član 3.

Article 3.

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilogom 1.

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendix 1.

Član 4.

Garancije koje je Podizvođač dao Izvođaču na osnovu člana 10 Podizvođačkog Ugovora, proizvode pravno dejstvo i u odnosu na radove koje su definisane u Ponudi 84-5/DŠ od 11.08.2023. godine.

U roku od 10 dana od dana potpisivanja ovog Dopunskog ugovora, blanko solo menica pečatirana i potpisana od strane ovlašćenog lica Podizvođača, registrovana pred Narodnom bankom Srbije preko poslovne banke, zajedno sa overenim menično ovlašćenjem i kartonom deponovanih potpisa izdatom od strane poslovne banke Podizvođača biće dostavljeni kao garancija za dobro izvršenje posla, koja će biti registrovana sa „bezuslovno i neopozivo" klauzulom u iznosu od 5% ukupne vrednosti u skladu sa Ponudom. Blanko solo menica može biti aktivirana od strane Izvođača u slučaju da Podizvođač ne ispuni svoje obaveze u skladu sa Podizvođačkim ugovorom i ovim Dopunskim Ugovorom.

Ukoliko nema nerešenih pitanja, Izvođač će vratiti odvojenu blanko menicu za dobro izvršenje posla Podizvođaču najkasnije u roku od 15 dana od dana isteka garantnog perioda i vraiti Podizvođaču iznos koji je odbijen od novca za zadržavanje.

Član 5.

Ovaj Dopunski ugovor stupa na snagu nakon

Article 4.

Performance Securities given by Subcontractor to the Contractor in accordance to the Article 10 of the Subcontract shall produce legal effect in relation to the works defined in Offer 84-5/DŠ dated August 11,2023.

At the time of Supplementary Agreement signing, within 10 days, blank solo bill of exchange stamped and signed by the authorized person representing the Subcontractor, registered at the Naional Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list od deposited authorized signatures issued by the commercial bank from the Subcontractor shall be provided for performance guarantee of contracted works, which shall be registered with „unconditionally, irrevocably" clause in the amount of 5% of total subcontracted works value in accordance to the Offer. This blank solo bill of exchange could be activatted by the Contractor in the case that the Subcontractor fails to fulfill his obligations under this Supplementary agreement.

If there are no unresolved issues, the contractor shall return the separate blank performance bond bill to the subcontractor at the latest wihin 15 (fifteen) days of the end of the warranty period and refund the Subcontractor tthe amount deducted from the retention money.

Article 5.

This Supplementary Agreement shall enter

što ga potpišu i pečatom overe predstavnici obe strane.

into force upon being signed and sealed by representative of both parties.

Član 6.

Article 6.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podleže odredbama Podizvođačkog ugovora.

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the Agreement shall be subject to the provisions of the Subcontract.

Član 7.

Article 7.

Ovaj Dopunski ugovor je sačinjen u 4 (četiri) istovetna dvojezična primerka, od kojih po dva zadržava svaka strana. U slučaju nesłaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 4 (four) identical copies, out of which two copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Prilog 1: Ponuda br.84-5/DŠ od 11.08.2023

Appendix 1: Offer No.84-5/DŠ, August 11, 2023

Izvođač/Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 /By power of attorney dated December 31st 2021

Podizvođač/Subcontractor

Miloš Tatomir

Direktor/Director

ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 939-7215
11.08. 2023 god
BEOGRAD

Antikor

ANTIKOR DOO BEOGRAD SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE

China Civil Engineering Construction Corporation
Balkan Branch Belgrade
Batajnički Drum 3, Belgrade

Commercial sector
Offer No. 84-5/DŠ
Belgrade, August, 11, 2023.

According to your inquiry, we are sending you

ADDITIONAL OFFER

For procurement and installation of special system for joints between MMA and PVC Insulation on Underpasses at km 89+984.34 and km 97+034.94, according to Project: Modernization and reconstruction of railway section Novi Sad – Subotica state border Kelebija.

SPECIFICATION OF WORKS AND PRICES

Description of works	Unit	Unit price(€)
1. JOINTS MMA and PVC Waterproofing		
- Placing and installation of Sika Dilatec ER 350 tape by welding with hot air on side where the PVC membrane is finished and another side of tape is inprinting in layer of SikaDur 31CF and applying of finish layer of SikaDur 31CF Normal over this side of tape. Manufacturer of material for Dilatec system SIKA	m'	68,80

NOTES:

- Price includes all costs of materials and works for above positions, also the Unit price is valid for the objects on this trace which is the same or simmilar.
- The price does not include VAT

PAYMENT
The Contractor shall pay to the Subcontractor after work on this position is finished according to delivered montly and final situation . The actual quantities will be defined on site directly by measuring and it will be in the Building built book which The Contractor will sign to the Subcontractor. Signed quantities will be calculated with unit price from this offer and then will be charged.

DEADLINES
The works would start after acceptance of this offer, signing of the Contract and fulfillment of all Contractual obligations, and they will be completed according to the agreed dinamic plan, which will be an integral part of the Contract

OBLIGATIONS
The obligation of the Contractor is to:
- ensure continuity of work without interruption, as well as unimpeded access to the construction site
- provide an enclosed space for the formation of construction sites for workers, equipment, tools and materials
- provide physical security of the working space during the works, in order to store the tools and equipment of the subcontractor
- provide access roads to the positions for access of vehicles and trucks for easier delivery of tools, materials, equipment, etc.
- provide stabile voltage electricity of minimum power of 75 kWa, and water switches on site.
- introduces the Subcontractor to the work (in writing, by entering in the Construction Diary)
- appoints a responsible person on the construction site, who will organize the work on a daily basis, together with Supervisory body of the Contractor, keep the construction log and other documents on the construction site

Poslovne prostorije: 11070 BEOGRAD, Vladimira Popovića 6, tel. +381 (11) 614 92 88; fax: (011) 614 91 54
Adresa: 11030 Beograd, Požeška 7 ♦ Web: www. Antikor.co.rs ♦ E-mail: office@antikor.co.rs
Tekući račun: 160-275535-08 BANCA INTESA BG ♦ Matični br.: 07007060 ♦ Šifra delatnosti: 4339♦PIB:100000571

MANAGEMENT SYSTEM
Plus Cert
CERTIFIED

Adresa za slanje pošte: **ANTIKOR DOO, 11070 Beograd, Vladimira Popovića 6**

(in writing by entering in the Construction Diary)
- submits timely documentation related to the dynamics of works.
- duly certifies the Construction Diary and the Accounting Sheets of the Construction Book
- ensure that the concrete base before the start of work is in accordance with the recommendations of the material manufacturer.

The Subcontractor's obligation is to:
- to provide a quality and qualified workforce
- to appoint a responsible person on the construction site who will keep a construction diary on a daily basis and other documents on the construction site,
- to perform works professionally and with quality according to the regulations and standards that apply to this type activities,
- to apply HSE measures for its employees,

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial sector,
Dejan Sisovic

Director
Milos Tatomir